

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Rabinowitz, Inc. d/b/a Bluelight Strategies

**2. Registration Number**

6913

**3. Primary Address of Registrant**

4201 Connecticut Ave. NW, Ste. 211, Washington, DC 20008

**4. Name of Foreign Principal**

Democratic Republic of the Congo (through REM Corp sarl)

**5. Address of Foreign Principal**4792 Ave de La valle  
Kinshasa  
CONGO, DEMOCRATIC REPUBLIC OF THE**6. Country/Region Represented**

CONGO, DEMOCRATIC REPUBLIC OF THE

**7. Indicate whether the foreign principal is one of the following:**☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

Office of the President

b) Name and title of official with whom registrant engages

Emmanuel Stark, Administrator of REM Corp sarl

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |  |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/09/2021Steven Rabinowitz/s/Steven Rabinowitz

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

3-9-2021

STEVEN R. BROWER

[Signature]



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Rabinowitz, Inc. d/b/a Bluelight Strategies

**2. Registration Number**

6913

**3. Name of Foreign Principal**

Democratic Republic of the Congo (through REM Corp sarl)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/01/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant has been engaged to provide government affairs and consulting services for the benefit of the government of the Democratic Republic of the Congo. These services are anticipated to include working to facilitate one or more visits by DRC government officials to Washington D.C. in furtherance of the bilateral relationship between the DRC and the United States, and related efforts. Services may be provided in concert with the DRC's embassy in Washington, D.C. Services may expand to include additional visits, as well as general advice related to the relationship between the U.S. and the DRC, and the provision of communications and media strategy.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|------|---------|--------|---------|
|------|---------|--------|---------|

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

| Date | Recipient | Purpose | Amount |
|------|-----------|---------|--------|
|------|-----------|---------|--------|

<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/09/2021

Steven Rabinowitz

/s/Steven Rabinowitz



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

3-9-2021

STEVEN R. BROWNE

[Signature]

## **Appendix**

### **Response to Item 8**

**Item 8: Describe fully the nature and method of performance of the above indicated agreement or understanding.**

Please see attached contract.

Registrant has been engaged to provide government affairs and consulting services for the benefit of the government of the Democratic Republic of the Congo. These services are anticipated to include working to facilitate one or more visits by DRC government officials to Washington D.C. in furtherance of the bilateral relationship between the DRC and the United States, and related efforts. Services may be provided in concert with the DRC's embassy in Washington, D.C. Services may expand to include additional visits, as well as general advice related to the relationship between the U.S. and the DRC, and the provision of communications and media strategy.

## **Appendix**

### **Response to Item 10**

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.**

Registrant has been engaged to provide government affairs and consulting services for the benefit of the government of the Democratic Republic of the Congo. These services are anticipated to include working to facilitate one or more visits by DRC government officials to Washington D.C. in furtherance of the bilateral relationship between the DRC and the United States, and related efforts. Services may be provided in concert with the DRC's embassy in Washington, D.C. Services may expand to include additional visits, as well as general advice related to the relationship between the U.S. and the DRC, and the provision of communications and media strategy.





## **SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is entering into as of the 1<sup>st</sup> of March, 2021, by and between Rabinowitz Inc., a Washington, DC corporation, doing business as Bluelight Strategies (hereinafter referred to as "Bluelight"), and REM Corp sarl, a corporation having its principal place of business at 4792 Ave de La valle Kinshasa, DRC ("Client"). Bluelight and Client may be referred to individually as a "Party" or collectively referred to as the "Parties."

## **WITNESSETH**

WHEREAS, Client wishes to retain Bluelight to provide specific services (hereinafter more particularly described) on behalf of and for the benefit of the government of the Democratic Republic of the Congo ("DRC," also known as Congo Kinshasa); and

WHEREAS, Bluelight represents that it is capable and willing to undertake the performance of the Services set forth below as an independent contractor of Client.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

### **1. Scope of Services.**

In exchange for the payment(s) set forth in this Agreement, Bluelight shall provide government affairs and consulting services ("Services") for the benefit of the government of the DRC. These services are anticipated to include working to facilitate one or more visits by DRC government officials to Washington D.C. in furtherance of the bilateral relationship between the DRC and the United States, and related efforts. Services may be provided in concert with the DRC's embassy in Washington, D.C. Services may expand to include additional visits, as well as general advice related to the relationship between the U.S. and the DRC, and the provision of communications and media strategy.

### **2. Term and Termination.**

This Agreement shall be effective 1 March, 2021 and continue in full force and effect through 6 September, 2021 (the "Term"); provided further, however, that either Party may terminate the Agreement upon no fewer than thirty (30) days written notice to the other Party. Notice shall be sent to the address contained for each Party in this Agreement. In the event that Client terminates this Agreement early, Client shall be responsible for paying all remaining unpaid installments toward the fee set forth below, as well as all out of pocket costs and expenses incurred by Bluelight through the termination



date. In the event that Bluelight terminates this Agreement early, Client shall be responsible for payment of fee installments through the last day of the month in which the termination is effective, as well as all expenses incurred by Bluelight through the termination date.

In addition, this agreement may be extended or renegotiated by mutual consent at any time.

2. **Fees and Expenses.**

- a. Client shall pay BLUELIGHT a fee of \$67,500 plus expenses for the Services described herein. This payment shall be due in six \$10,000 installments to each be paid on or before the beginning of each month, commencing on 1 March, 2021, and a final installment of \$7,500, due on or before 1 September, 2021.
- b. Client shall reimburse Bluelight for all out-of-pocket expenses incurred by Bluelight in the performance of Services hereunder, including but not limited to travel, lodging, car service and car rental, parking, meals, private security services, translation services, and legal compliance expenses. Expenses shall be invoiced to Client and shall be payable within 30 days of each receipt of invoice.
- c. To the extent to which any monies owed to Bluelight by Client are paid or funded by any third party (including the DRC), Client shall inform Bluelight of the source of such monies.

3. **Legal Compliance.**

Client agrees and acknowledges that the Services hereunder may be subject to registration and disclosure pursuant to U.S. law, including the Foreign Agents Registration Act. Client represents and warrants that it shall provide truthful information to Bluelight concerning Client, Client's owners and managers, Client's ties to or arrangements with the DRC; and other topics which may be required to be disclosed by Bluelight pursuant to applicable law. Nothing herein shall be deemed to restrict Bluelight's ability to comply with all applicable law. This section shall survive expiration or termination of this Agreement.

4. **Limitation of Liability; Indemnification.**

Client agrees to defend, protect, indemnify, and hold Bluelight harmless from any and all suits, claims, costs, fees, damages, demands, liabilities or losses, including reasonable attorney fees and costs, incurred by Bluelight as a result of or arising out of a) any negligent or willfully wrongful acts or omissions of Client (including breach of any of this Agreement); and b) any non-negligent act or omission of Bluelight undertaken at the express instruction of Client. In no event shall Bluelight's aggregate liability to Client exceed the total fees paid to Bluelight in the 12-month period

preceding the event giving rise to liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, EVEN IF THE PARTY(IES) HAVE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. This provision shall survive expiration or termination of this Agreement.

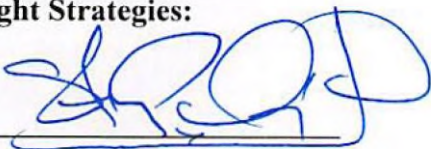
5. **Applicable Law; Dispute Resolution.**

This Agreement shall be governed by and in accordance with the laws of the District of Columbia, United States of America, choice of law provisions thereof notwithstanding. Any dispute arising out of or related to this Agreement shall be brought exclusively in a court of competent jurisdiction located in the District of Columbia. Each side agrees to waive any requirement for apostille or formal service of process and to waive any argument that venue therein is improper. This section shall survive expiration or termination of this Agreement.

**ACCEPTED AND AGREED TO:**

**Bluelight Strategies:**

By: \_\_\_\_\_



Name: \_\_\_\_\_

David M. Papismedov

Date: \_\_\_\_\_

3-9-2021

**Client:**

By: \_\_\_\_\_



Name: \_\_\_\_\_

Rafael Papismedov

Date: \_\_\_\_\_

09/03/2021